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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

HÄSTENS SÄNGAR AB,

Plaintiff,

v.

THE GARRIGAN GROUP, D/B/A
COCO & DASH; and CHAIRISH, INC.,

Defendants.

Case No.: 3:22-cv-03623-VC

AMENDED COMPLAINT FOR:

- (1) FEDERAL TRADEMARK
INFRINGEMENT UNDER THE
LANHAM ACT;**
- (2) FEDERAL FALSE DESIGNATION
OF ORIGIN AND UNFAIR
COMPETITION UNDER THE
LANHAM ACT;**
- (3) UNFAIR COMPETITION UNDER
CAL. BUS. & PROF. CODE §§
17200, ET SEQ.; AND**
- (4) TRADEMARK INFRINGEMENT
AND UNFAIR COMPETITION
UNDER CALIFORNIA COMMON
LAW.**

DEMAND FOR JURY TRIAL

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5 1. Plaintiff Hästens Sängar AB (hereinafter referred to as “**Hästens**” or “**Plaintiff**”),
6 by and through its undersigned attorneys, brings this Amended Complaint against Defendant The
7 Garrigan Group, LLC, d/b/a Coco & Dash (hereinafter referred to as “**Coco & Dash**”) and
8 Defendant Chairish, Inc. (“**Chairish**”, and, together with Coco & Dash, the “**Defendants**”) for
9 trademark infringement, false designation of origin and unfair competition under the Lanham Act,
10 15 U.S.C. §§ 1051 *et seq.*, unfair competition under California Business and Professions Code
11 Sections 17200 *et seq.*, and trademark infringement and unfair competition under California
12 common law.

JURISDICTION AND VENUE

13 2. This Court has subject matter jurisdiction over Hästens’ claims pursuant to 15
14 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a) because these claims arise under the Lanham
15 Act, 15 U.S.C. §§ 1114 and 1125(a). In addition, supplemental jurisdiction over the related state
16 law claims is conferred upon this Court by 28 U.S.C. § 1367(a).

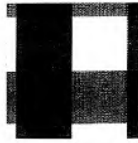
17 3. This Court has personal jurisdiction over Defendants because, upon information and
18 belief, Chairish is a citizen of this State with a principal place of business located in San Francisco,
19 California; Defendants have regularly transacted, and continue to transact, business in this State,
20 including but not limited to by Coco & Dash selling furniture and other home accessories to
21 consumers through its Internet storefront on the Chairish curated online marketplace, since at least
22 as early as 2017; contract to supply goods and/or services in this State, including but not limited to
23 through Coco & Dash’s contract with Chairish to sell goods to consumers, which, by its terms, shall
24 be governed by the laws of the State of California; are causing tortious injury by an act in this
25 State; and are causing tortious injury in this State by an act outside this State where they regularly
26 do or solicit business, engage in other persistent courses of conduct and/or derive substantial
27 revenue from goods used or consumed, or services rendered, in this State.
28

1 including, *inter alia*, beds, mattresses, linens, quilts, pillows and other textile products under its
2 check design. Depicted below is a small sample of Hästens' goods prominently featuring its
3 distinctive check design:



11. Hästens is the owner of all intellectual property rights in and to its distinctive check design, including without limitation the following federal trademark registrations (collectively the “**Hästens Registrations**,” the registration certificates for which are attached hereto as **Exhibit A**):

- a. U.S. Registration No. 2,648,250, having a priority filing date of May 5, 2000,



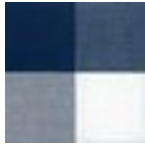
for the mark directed to the following goods: *Furniture, namely beds, bedsteads and bedroom furniture; mirrors, bedroom mirrors, picture frames; bedding, namely, mattresses, spring mattresses, pillows and down pillows in Class 20 and Textile products not included in other classes, namely bed covers and curtains of textile; bed linen, namely, sheets and pillow cases; down quilts, bed blankets in Class 24* (hereinafter the “**Hästens ‘250 Registration**”);

- b. U.S. Registration No. 3,813,053, having a priority filing date of June 22, 2009,



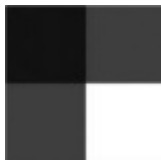
for the mark directed to the following goods: *Furniture, including beds, bedsteads and bedroom furniture; mattresses, spring mattresses, pillows and down pillows in Class 20 and Woven textiles, namely, sheets, towels, bed blankets; textile products not included in other classes, namely, bed spreads; bed linen, bed clothes including blankets and pillow cases; down quilts in Class 24* (hereinafter the “**Hästens ‘053 Registration**”);

c. U.S. Registration No. 5,877,018, having a priority filing date of June 28, 2016,



for the mark directed to the following goods and services: *Furniture; Mattresses; Pillows; Beds in Class 20, Textile products, namely, bed linen, sheets, bed sets, pillow cases, duvet covers; bed covers; bedspreads; mattress covers; bed valances, bed skirts, canopies, bedroom curtains, plaids, towels, quilts, blankets and throws; down quilts in Class 24, Clothes, namely, pajamas; Footwear, namely, slippers, down socks in Class 25, and Marketing services; retail store services and providing consumer product information featuring beds, bedsteads, bed frames, bedroom furniture, mattresses, spring mattresses, overlay mattresses, pillows, down pillows, bed linen, sheets, bed sets, pillow cases, duvet covers, bed covers, bedspreads, mattress covers, bed valances, bed skirts, canopies, bedroom curtains, plaids, towels, quilts, blankets, throws, down quilts, pajamas, nightgowns, bathrobes, slippers and down socks, nightcaps, sleep masks and soft toys in Class 35;*

d. U.S. Registration No. 5,947,305, having a priority filing date of June 28, 2016,



for the mark directed to the following goods and services: *Furniture; Mattresses; Pillows; Beds in Class 20, Textile products, namely, bed linen, sheets, bed sets, pillow cases, duvet covers; bed covers; bedspreads; mattress covers; bed valances, bed skirts, canopies, bedroom curtains, plaids, towels, quilts, blankets and throws; down quilts in Class 24, Clothes, namely, pajamas; Footwear, namely, slippers, down socks in Class 25, and Marketing*

services; retail store services and providing consumer product information featuring beds, bed steads, bed frames, bedroom furniture, mattresses, spring mattresses, overlay mattresses, pillows, down pillows, bed linen, sheets, bed sets, pillow cases, duvet covers, bed covers, bedspreads, mattress covers, bed valances, bed skirts, canopies, bedroom curtains, plaids, towels, quilts, blankets, throws, down quilts, pajamas, nightgowns, bathrobes, slippers and down socks, nightcaps, sleep masks and soft toys in Class 35;

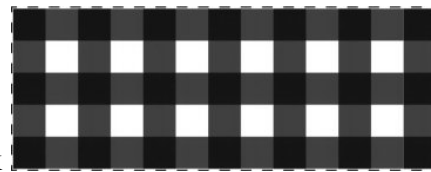
- e. U.S. Registration No. 5,970,178, having a priority filing date of June 28, 2016,



for the mark directed to the following goods:

Furniture; Mattresses; Pillows; Beds in Class 20, Textile products, namely, bed linen, sheets, bed sets, pillow cases, duvet covers; bed covers; bedspreads; mattress covers; bed valances, bed skirts, plaids, towels, quilts, blankets and throws; down quilts in Class 24, and Clothes, namely, pajamas; Footwear, namely, slippers, down socks in Class 25;

- f. U.S. Registration No. 5,970,179, having a priority filing date of June 28, 2016,




for the mark directed to the following goods:

Furniture; Mattresses; Pillows; Beds in Class 20, Textile products, namely, bed linen, sheets, bed sets, pillow cases, duvet covers; bed covers; bedspreads; mattress covers; bed valances, bed skirts, plaids, towels, quilts, blankets and

throws; down quilts in Class 24, and Clothes, namely, pajamas; Footwear, namely, slippers, down socks in Class 25;


- g. U.S. Registration No. 5,950,959, having a priority filing date of June 28, 2016,



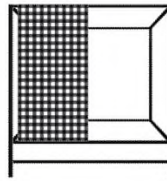
for the mark  directed to the following goods: Clothes, namely, nightgowns, bathrobes; Headgear, namely, night caps, sleep masks in Class 25;

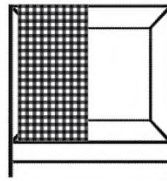
- h. U.S. Registration No. 6,064,837, having a priority filing date of June 28, 2016,



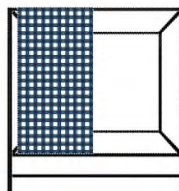
for the mark  directed to the following goods: Clothes, namely, nightgowns, bathrobes; Headgear, namely, night caps, sleep masks in Class 25;

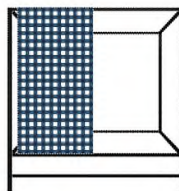
- i. U.S. Registration No. 6,072,194, having a priority filing date of June 28, 2016,



for the mark  directed to the following goods: Textile products, namely, canopies and bedroom curtains in Class 24; and


- j. U.S. Registration No. 6,072,195, having a priority filing date of June 28, 2016,




for the mark  directed to the following goods: Textile products, namely, canopies and bedroom curtains in Class 24; and

- k. U.S. Registration No. 5,700,061, having a priority filing date of April 2, 2015,



for the mark  directed to the following goods: beds; mattresses



15. Through Hästens' long and continuous use of the Hästens Design Marks, by it and its related companies and predecessors in interest, and by virtue of the Hästens Registrations of the marks in connection with its various goods and services as described above, Hästens has acquired valuable common law and statutory rights and goodwill in and to the Hästens Design Marks.

16. Coco & Dash is a textile, furniture and other home accessories retailer that has been in business since in or around 2014.

1 17. Coco & Dash sells its products throughout the United States through its website,
2 <https://cocoanddash.com/> (hereinafter, the “**Coco & Dash Website**”), as well as through its retail
3 store located in Dallas, Texas (the “**Coco & Dash Showroom**”).

4 18. Coco & Dash also sells and offers for sale products through the Chairish curated
5 online marketplace, including but not limited to furniture and other home accessories.

6 19. Upon information and belief, Coco & Dash has sold goods through the Chairish
7 curated online marketplace since at least 2017.

8 20. Upon information and belief, Chairish is a curated online marketplace for home
9 furnishings, including furniture, art, and home décor.

10 21. Upon information and belief, goods are, *inter alia*, marketed, advertised, offered for
11 sale, sold, scheduled for delivery, returned, and/or cancelled through Chairish’s services.

12 22. Chairish is not a passive platform but rather describes itself as a marketplace
13 facilitator that works with sellers of goods to promote and complete sales of products through the
14 Chairish curated marketplace.

15 23. Defendants have been and, upon information and belief, are still currently
16 manufacturing, producing, marketing, advertising, offering for sale and/or selling products,
17 including but not limited to home furnishings such as sofas and pillows, featuring a check pattern
18 identical and/or confusingly similar to one or more of the Hästens Design Marks (hereinafter, the
19 “**Disputed Products**”). A representative example of a Disputed Product is shown below and
20 attached hereto as **Exhibit D** and incorporated herein by reference.
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24. Certain Disputed Products have been at least marketed and offered for sale through the Chairish curated marketplace, including in connection with Coco & Dash. A true and correct copy of a Disputed Product offered for sale on the Chairish curated marketplace is shown below.

Home / Furniture / Seating / Sofas / Standard Sofas / Custom Sofa in Blue and White Brunswick & Fils C...

SHOWROOM SAMPLE

Custom Sofa in Blue and White Brunswick & Fils Check Fabric

\$13,500

ADD TO CART MAKE AN OFFER

Shop safely with our [Chairish Buyer Guarantee](#)

Made especially for Coco & Dash and upholstered in Brunswick & Fils fabric. This contemporary interpretation of the shelter sofa ... [more](#)

Coco & Dash
Dallas, TX
[ASK THE SELLER](#)

25. Hästens has neither given permission nor licensed the right to Coco & Dash to use the Hästens Design Marks in connection with the Disputed Products, and therefore, Coco & Dash's unauthorized use of such marks constitutes infringement.

1 26. Similarly, Hästens has neither given permission nor licensed the right to Chairish to
2 use the Hästens Design Marks in connection with the sale, offering for sale, distribution, or
3 advertising of the Disputed Products, and therefore, Chairish's unauthorized use of such marks
4 constitutes infringement.

5 27. Upon information and belief, Chairish is involved in facilitating offers for sale,
6 sales, distribution, and advertising of products on the Chairish curated marketplace, including but
7 not limited to through providing the "Chairish Buyer Guarantee", offering "Chairish In-home
8 Delivery" and "Chairish Local Delivery" for products, and directing the returns and order
9 cancellation processes for products purchased on through Chairish's services. Upon information
10 and belief, each of these services were made applicable to the Disputed Products listed on
11 Chairish's website.

12 28. Hästens put Chairish on actual notice of its rights in and to the Hästens Design
13 Marks through letters sent on or about September 22, 2021 and January 3, 2022, the latter of which
14 directly addressed Coco & Dash's offering for sale one of the Disputed Products. Despite having
15 received such notice from Hästens, Chairish refused to enter into a written agreement to resolve the
16 matter at that time.

17 29. Chairish has offered for sale, sold, and/or advertised products that infringed
18 Hästens' rights in the Hästens Design Marks above and beyond the Disputed Product listed on the
19 Chairish marketplace for Coco & Dash.

20 30. Upon information and belief, Chairish continues to offer for sale, sell, and/or
21 advertise products that infringe Hästens' rights in the Hästens Design Marks.

22 31. On November 19, 2021, counsel for Hästens sent a letter to Coco & Dash (the
23 "**Hästens Letter**") putting Coco & Dash on notice of Hästens' rights in and to the Hästens Design
24 Marks. A copy of the Hästens Letter sent to Coco & Dash is attached hereto as **Exhibit E**.

25 32. On December 2, 2021, counsel for Coco & Dash responded to the Hästens Letter
26 denying Coco & Dash's infringement and expressly rejecting the demands Hästens set forth in the
27 Hästens Letter. Further, counsel for Coco & Dash affirmatively represented that Coco & Dash
28 "will continue to market this merchandise as they see fit."

1 33. Subsequently, Hästens and Coco & Dash engaged in discussions regarding a
2 potential informal resolution of the dispute. In a good faith effort to advance such discussions, and
3 to avoid unnecessarily burdening the federal courts, on December 10, 2021, Hästens provided Coco
4 & Dash with a written proposal that set forth proposed terms for an amicable resolution of the
5 dispute. Hästens set December 20, 2021 as the expiration date for its offered terms.

6 34. On December 22, 2021, counsel for Coco & Dash spoke by phone with counsel for
7 Hästens. Pursuant to a request made Coco & Dash's counsel during that call, Hästens agreed, as a
8 courtesy in light of the holiday season, to extend the period in which Coco & Dash could accept
9 Hästens' pending offer to resolve the matter to January 3, 2022.

10 35. The good faith courtesy Hästens extended to Coco & Dash was met with bad faith
11 duplicity by Coco & Dash. Indeed, while Hästens was led to believe that Coco & Dash was
12 evaluating Hästens' proposal and preparing a response thereto, Coco & Dash was in fact preparing
13 a Complaint for filing in the Northern District of Texas naming Hästens as a defendant.

14 36. When Hästens inquired about the status of Coco & Dash's response on January 3,
15 2022, counsel for Coco & Dash responded by attaching a copy of a Complaint asserting two
16 declaratory judgment claims against Hästens in Coco & Dash's hometown of Dallas, Texas (the
17 **"Texas Action"**).

18 37. Subsequently, Coco & Dash has publicly proclaimed its intention to continue selling
19 products that infringe Hästens' exclusive rights in and to the Hästens Design Marks.

20 38. Since filing the Texas Action, Coco & Dash has published statements, including but
21 not limited to through social media accounts it controls, that are intentionally deceptive, misleading,
22 and unfair with respect to Hästens and Hästens' efforts to enforce its rights in and to the Hästens
23 Design Marks, including those covered by the Hästens Registrations. Through such published
24 statements Coco & Dash intends to disparage and tarnish Hästens' reputation and brand.

25 39. Hästens was served with the Complaint filed in the Texas Action on or about May
26 30, 2022.

27 40. Hästens has moved to dismiss the Texas Action as a result of the Court's lack of
28 personal jurisdiction and Coco & Dash's failure to assert claims for which relief can be granted.

1 While Hästens' motion to dismiss Coco & Dash's Amended Complaint remained pending, Coco &
2 Dash sought leave to file a second amended complaint in an alleged effort to plead sufficient facts
3 on the issue of personal jurisdiction. Coco & Dash's motion for leave is pending as of the date of
4 this filing.

5 41. By and through this Amended Complaint, Hästens seeks relief in this Court that is
6 unavailable to it in the Texas Action, including but not limited to remedies against Chairish and
7 pursuant to California's unfair competition law and the common law of this State.

8 42. As of the date of this Amended Complaint, and notwithstanding having been put on
9 actual and constructive notice of Hästens' rights in and to the Hästens Design Marks, Coco & Dash
10 continues to market, advertise, offer for sale and/or sell the Disputed Products, at the very least, via
11 the Coco & Dash Website and the Coco & Dash Showroom.

12 43. Upon information and belief, Chairish continues to supply its product (*e.g.*, the
13 Chairish curated online marketplace) and the services thereon to Coco & Dash despite the fact that
14 it knows, or that it should know, that Coco & Dash purports to deny its infringement of Hästens'
15 trademark rights.

16 44. Chairish's support for Coco & Dash, which includes submitting a declaration in
17 support of Coco & Dash in this Court on August 5, 2022, continues despite Hästens putting Chairish
18 on actual notice of Coco & Dash's trademark infringement.

19 45. Upon information and belief, Defendants advertise and offer for sale, in the same or
20 similar channels of trade, the Disputed Products using marks that are identical and/or confusingly
21 similar to one or more of the Hästens Design Marks, on and for goods that are identical and/or
22 similar to and directly compete with those offered by Hästens.

23 46. Upon information and belief, Hästens' dates of first use relative to one or more of
24 the Hästens Design Marks, in connection with at least the goods and services set forth within the
25 Hästens Registrations for the Hästens Design Marks, precede the earliest date Defendants can
26 possibly claim as their date of first use of the infringing marks incorporated on or in connection
27 with the Disputed Products.
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1 47. In particular, the Hästens '250 Registration has a constructive date of first use of
2 May 5, 2000 and the Hästens '053 Registration has a constructive date of first use of June 22, 2009,
3 which both precede the earliest date Defendants can possibly claim as their date of first use of the
4 infringing marks incorporated on or in connection with the Disputed Products.

5 48. Since Coco & Dash was notified of Hästens' rights in and to the Hästens Design
6 Marks in the Hästens Letter, Coco & Dash's ongoing and continued advertising, offering for sale,
7 and/or sale of the Disputed Products constitutes knowing, intentional, and willful infringement.

8 49. Upon information and belief, Defendants' manufacture, production, marketing,
9 advertising, offering for sale and/or sale of the Disputed Products or otherwise, use of marks that
10 infringe one or more of the Hästens Design Marks has caused, or is likely to cause, confusion,
11 mistake and/or deception amongst actual and potential consumers as to the source of the goods and
12 services within the meaning of § 2(d) of the Lanham Act, 15 U.S.C. § 1052(d), all to the severe
13 detriment of Hästens.

14 50. In view of the foregoing, Hästens has been damaged and will continue to be
15 damaged by virtue of Defendants' infringement as set forth herein, including without limitation by
16 Coco & Dash's ongoing and continued manufacture, production, marketing, advertising, offering
17 for sale and/or sale of the Disputed Products and use of infringing marks and artwork.

18 **COUNT I**
19 **Trademark Infringement**
20 **(Plaintiff Against Defendants)**
21 **(15 U.S.C. §1114(1))**

22 51. Hästens specifically hereby incorporates by reference the allegations asserted in
23 each of the preceding paragraphs as if fully set forth herein.

24 52. Without the authorization or consent of Hästens, Coco & Dash has used and
25 continues to use trademarks and/or designations that are identical, confusingly similar to, and/or a
26 reproduction, copy or colorable imitation of one or more of the Hästens Design Marks reflected in
27 the Hästens Registrations.

28 53. Without the authorization or consent of Hästens, Chairish has used trademarks
and/or designations that are identical, confusingly similar to, and/or a reproduction, copy or

1 colorable imitation of one or more of the Hästens Design Marks reflected in the Hästens
2 Registrations.

3 54. Furthermore, Defendants, by and through their manufacture, production, marketing,
4 advertising, offering for sale and/or sale of the Disputed Products in U.S. commerce are and/or have
5 been directly competing with Hästens' sales, distribution, and advertisement of the very same or
6 similar goods and under and through the Hästens Design Marks covered under the Hästens
7 Registrations.

8 55. Coco & Dash's actions in manufacturing, producing, marketing, advertising,
9 offering for sale and/or selling the Disputed Products continuously in commerce has occurred in
10 the face of and notwithstanding having been on actual and constructive notice of Hästens' rights in
11 the Hästens Design Marks reflected in the Hästens Registrations.

12 56. Chairish's actions in marketing, advertising, offering for sale and/or selling the
13 Disputed Products in commerce occurred in the face of and notwithstanding having been on actual
14 and constructive notice of Hästens' rights in the Hästens Design Marks reflected in the Hästens
15 Registrations.

16 57. Defendants' unauthorized use of trademarks and/or designations that are identical,
17 confusingly similar to, a reproduction, copy or colorable imitation of one or more of the Hästens
18 Design Marks reflected in the Hästens Registrations and in connection with competing goods, is
19 likely to cause consumer confusion, mistake, and/or deception in the relevant market(s) as to the
20 origin of the goods and services, and/or as to whether Defendants are sponsored by/affiliated with,
21 or are otherwise connected to Hästens, in violation of Section 32(1) of the Lanham Act, as amended,
22 15 U.S.C. § 1114(1).

23 58. By using trademarks and/or designations that are identical, confusingly similar to, a
24 reproduction, copy or colorable imitation of one or more of the Hästens Design Marks reflected in
25 the Hästens Registrations, and by manufacturing, producing, marketing, advertising, offering for
26 sale and/or selling the Disputed Products to the general public in connection with said marks and/or
27 designations or confusingly similar variants thereof, for profit and without Hästens' authorization,
28 Defendants are and/or have been depriving Hästens of its exclusive right to control, use and

1 otherwise benefit from its registered trademarks (along with other marks Hästens has applied for
 2 and/or uses at common law). If permitted to continue, Defendants' actions will nullify Hästens'
 3 right to exclusive use of its registered trademarks, free from infringement, and will have a
 4 substantial and adverse effect on Hästens' existing and projected future interstate business of
 5 marketing goods identified by the Hästens Design Marks.

6 59. As a result of Defendants' infringing conduct, Hästens has suffered substantial
 7 damages in an amount to be proven at trial, but well in excess of the jurisdictional minimum, as
 8 well as the continuing loss of the goodwill and reputation established by Hästens under its federally
 9 registered and other marks. This continuing loss of goodwill cannot be properly calculated and
 10 thus constitutes irreparable harm and an injury for which Hästens has no adequate remedy at law.
 11 Hästens will continue to suffer irreparable harm unless this Court enjoins Defendants' conduct.

12 60. By using, without Hästens' authorization, trademarks and designations that are
 13 identical, confusingly similar to, a reproduction, copy or colorable imitation of one or more of the
 14 Hästens Design Marks reflected in the Hästens Registrations and by manufacturing, producing,
 15 marketing, advertising, offering for sale and/or selling the Disputed Products to the general public
 16 in connection with the infringing marks, Coco & Dash has intentionally and knowingly infringed
 17 Hästens' rights, thus making this an exceptional case under 15 U.S.C. § 1117(a).

18 **COUNT II**
 19 **Unfair Competition and False Designation of Origin**
 20 **(Plaintiff Against Defendants)**
 21 **(15 U.S.C. §1125(a))**

22 61. Hästens specifically hereby incorporates by reference each of the allegations
 23 asserted in the preceding paragraphs as if fully set forth herein.

24 62. Defendants' unauthorized use of trademarks and/or designations that are identical
 25 and/or confusingly similar to one or more of the Hästens Design Marks in connection with the
 26 Disputed Products, which are identical and/or highly related goods, is likely to cause confusion,
 27 mistake, and/or deception among the general public as to the origin of the goods, or as to whether
 28 Defendants are sponsored by, affiliated with, originated from or are otherwise connected with
 Hästens, in violation of Section 43(a) of the Lanham Act, as amended, 15 U.S.C. §1125(a).

63. As a result of Defendants' infringing conduct, Hästens has suffered substantial commercial and other damages in an amount to be proven at trial, but well in excess of the jurisdictional minimum, as well as the continuing loss of the goodwill and reputation established by Hästens in its marks. This continuing loss of goodwill cannot be properly calculated and thus constitutes irreparable harm and an injury for which Hästens has no adequate remedy at law. Hästens will continue to suffer irreparable harm unless this Court enjoins Defendants' conduct.

64. By violating 15 U.S.C. §1125(a) through the use of trademarks and designations that are identical, confusingly similar to, a reproduction, copy or colorable imitation of one or more of the Hästens Design Marks in connection with the selling, offering for sale, distributing, and/or advertising goods and services to the general public under and through the infringing marks, Coco & Dash has intentionally and knowingly infringed Hästens' rights, thus making this an exceptional case under 15 U.S.C. § 1117(a).

COUNT III
Unfair Competition
(Plaintiff Against Defendants)
(Cal. Bus. & Prof. Code Section 17200)

65. Hästens specifically hereby incorporates by reference the allegations asserted in the preceding paragraphs as if fully set forth herein.

66. Defendants' acts described above, including without limitation their manufacture, production, marketing, advertising, offering for sale and/or sale of the Disputed Products, which directly compete with Hästens' sales, distribution, and advertisement of the very same or similar goods, and under one or more of the Hästens Design Marks and/or confusingly similar marks or designations thereto without authorization, constitute unfair competition in violation of California Business and Professions Code §§ 17200 *et seq.*, as they are likely to deceive, and/or are or have been deceiving, the public.

67. In addition, Coco & Dash's actions and representations on social media, including without limitation its public mischaracterizations of Hästens' assertions with respect to the Disputed Products and its intentional use, and promotion, of derogatory language to refer to Hästens, constitute further acts of unfair competition in violation of California Business and

1 Professions Code §§ 17200 *et seq.*, as such acts are, *inter alia*, unfair, deceptive, and misleading
2 to the public.

3 68. Defendants' acts of unfair competition have caused and will continue to cause
4 Hästens irreparable harm. Hästens has no adequate remedy at law for Defendants' unfair
5 competition. Hästens is entitled to a judgment enjoining and restraining Defendants from
6 engaging in further unfair competition, as well as restitutionary damages according to proof.

7 **COUNT IV**

8 **Common Law Trademark Infringement and Unfair Competition** 9 **(Plaintiff Against Defendants)**

10 69. Hästens specifically hereby incorporates by reference the allegations asserted in
11 the preceding paragraphs as if fully set forth herein.

12 70. Defendants' unauthorized use of trademarks and/or designations that are identical
13 and/or confusingly similar to one or more of the Hästens Design Marks in connection with the
14 Disputed Products, which are identical and/or highly related goods to Hästens' goods, is likely to
15 cause confusion, mistake, and/or deception among the general public as to the origin of the goods,
16 or as to whether Defendants are sponsored by, affiliated with, originated from or are otherwise
17 connected with Hästens, constitutes common law trademark infringement and unfair competition.

18 71. Coco & Dash's infringement upon one or more of the Hästens Design Marks, as
19 alleged herein, is and/or has been with the intent to deceive the public into believing that the
20 Disputed Products are approved by, sponsored by, or affiliated with Hästens. Coco & Dash's acts
21 were committed with an intent to deceive and defraud the public.

22 72. Hästens has been seriously and irreparably damaged by Coco & Dash's continued
23 unauthorized use of one or more of the Hästens Design Marks and/or confusingly similar marks or
24 designations thereto.

25 73. Hästens possesses no adequate remedy at law to address the damage caused by
26 Defendants' use of one or more of the Hästens Design Marks and/or confusingly similar marks or
27 designations thereto, including without limitation Coco & Dash's continued use of the same.
28

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Hästens Sängar AB respectfully requests that this Court:

- i. Enter an order preliminarily and permanently enjoining Defendants, and all persons acting in concert with them, or purporting to act on their behalf or in active concert or in participation therewith, from using Hästens' trademarks and any confusingly similar marks or designations, and from continuing their unfair methods of competition and unfair and deceptive acts and practices;
- ii. Enter an order requiring Defendants to immediately discontinue their current infringing practices and discontinue the manufacture, production, marketing, advertising, offering for sale and/or sale of the Disputed Products;
- iii. Enter judgment in favor of Hästens on each of the counts asserted herein and award Hästens all damages caused by the acts forming the basis of this Amended Complaint, including, without limitation, Defendants' profits and Hästens' actual damages, as well as Hästens' compensatory and restitutionary damages;
- iv. Award treble damages to Hästens, as to the damages caused by Coco & Dash, pursuant to 15 U.S.C. §1117(b) due to Coco & Dash's willful, knowing, and intentional infringement of Hästens' trademarks;
- v. Award all damages suffered by Hästens pursuant to California common law;
- vi. Enter an order requiring Coco & Dash to pay Hästens the cost of this action and Hästens' reasonable attorneys' fees pursuant to 15 U.S.C. §1117(a) and California common law;
- vii. Enter an order requiring Defendants to destroy all Disputed Products pursuant to 15 U.S.C. § 1118; and
- viii. Award Hästens such other and further relief as the Court deems just, proper and equitable.

JURY DEMAND

Plaintiff Hästens Sängar AB hereby demands a trial by jury on all issues so triable, pursuant to Federal Rule of Civil Procedure 38.

1
2 Dated: August 26, 2022

Respectfully submitted,

3
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